

A. G. Contract No.KR890137TRD
ECS File: JPA-88-101
Project: F-051-2-509/US 666
Highway: Safford-Springerville
 Highway Realignment
Section: Morenci-Granville

AGREEMENT
BETWEEN
THE STATE OF ARIZONA
AND
PHELPS DODGE MORENCI, INC.

THIS AGREEMENT is entered into 17 May, 1990, pursuant to Arizona Revised Statutes, Section 28-108, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and PHELPS DODGE MORENCI, INC., acting by and through its duly authorized officer, hereinafter referred to as the "Company".

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-108 and 28-1865 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. The Company desires to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the Company.

3. The Company desires to expand its mining operations in the vicinity of Morenci, Arizona, and in so doing will encompass an area presently traversed by US 666, necessitating the relocation thereof, and the State and the Company desire to relocate said highway upon patented lands owned or controlled by the Company, hereinafter referred to as the Project, the construction of which shall be accomplished in stages.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

II. SCOPE OF WORK

1. The Company will:

a. Furnish all survey data, right-of-way plans, estimates and engineering plans, and such other documents necessary for construction of the Project, to meet State and Federal requirements. Submit all documents to State for review at the 60, 95 and 100 percent level of completion. Incorporate State's review comments.

b. Donate and convey to State at the completion of the Project a perpetual easement for right-of-way, in the form of Exhibit A, attached hereto and made a part hereof.

c. Call for bids and award one or more construction contracts for the Project, administer same and make all payments to the contractor. Be responsible for any contractor claims for extra compensation.

d. Reimburse State for it's reasonable direct costs associated with the project, in an amount not to exceed \$50,000.

e. Be responsible to reestablish grade in any area that exhibits differential settlement in excess of two (2) inches at any point or that experiences a major slope failure that establishes a new crest within the State's right-of-way.

2. The State will:

a. Review the construction and right-of-way plans as submitted by the Company and furnish written comments as appropriate. Upon completion of design acknowledge that the plans meet requirements.

b. Present a report and recommendation to the Arizona Transportation Board that the proposed relocation of the highway designated Temporary US 666 be established as a state highway, and recommend the exchange for the existing alignment right of way easement.

c. Inspect construction and provide the Company construction supervision assistance as necessary. Invoice the Company the State's direct costs associated with the Project.

d. Upon completion and State's acceptance of the Project, provide maintenance to the highway within the right-of-way.

III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until completion and State's acceptance of said Project, unless sooner terminated by the Company or other competent authority.

2. This agreement shall become effective upon execution by the parties hereto.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518 (B) and (C), as applicable.

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Engineering Consultants Services
205 South 17 Avenue, Room 118E
Phoenix, AZ 85007

Phelps Dodge Morenci, Inc.
Chief Engineer
PO Box 187
Morenci, AZ 85540


7. This agreement is intended to define and limit the rights and obligations of the parties as between themselves only and nothing herein is intended to be for the benefit of any person or entity not a party hereto.

8. Attached hereto and incorporated herein by reference is a copy of the States resolution authorizing entry into this agreement, and a copy of the Company's resolution signed by its designated representative authorizing entry into this agreement.

IN WITNESS WHEREOF, the parties have executed this agreement
the day and year first above written.

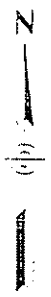
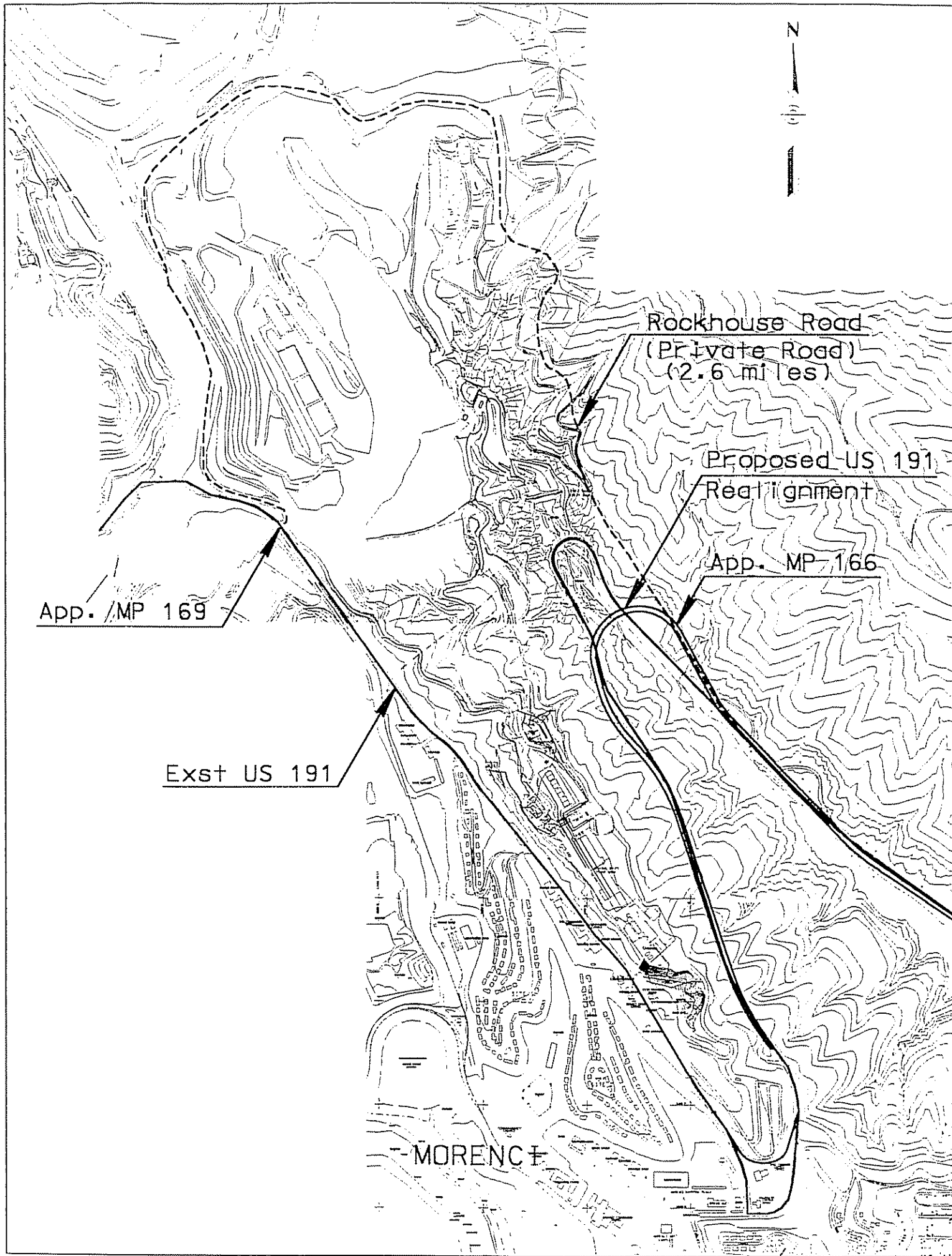
PHELPS DODGE MORENCI, INC.,
a Delaware Corporation

STATE OF ARIZONA
Department of Transportation

By 
JEFFERY G. CLEVINGER
President

By 
GARY K. ROBINSON
Chief Deputy State Engineer

1486j
23FEB



Rockhouse Road
(Private Road)
(2.6 miles)

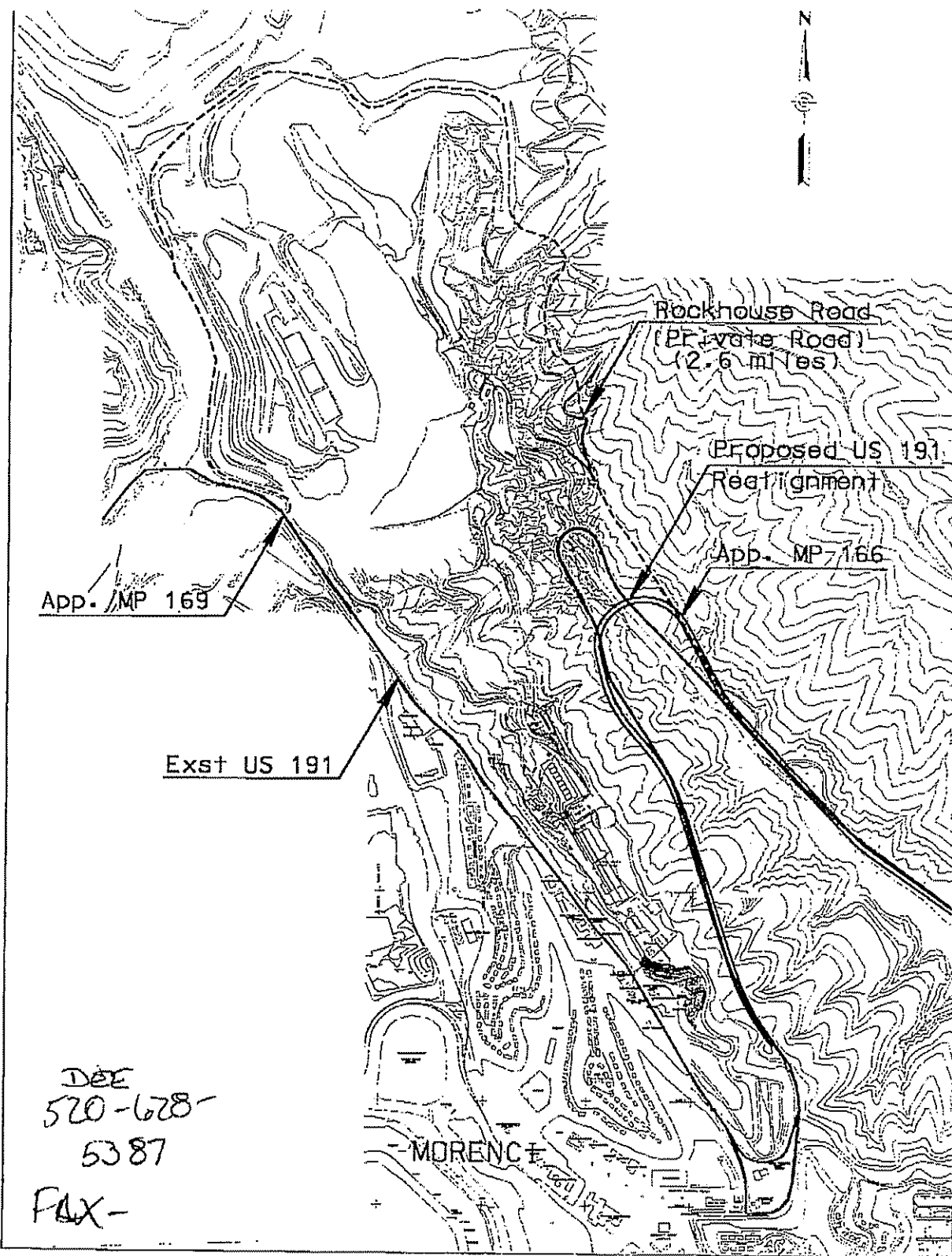
Proposed US 191
Realignment

App. MP 166

App. /MP 169

Exst US 191

MORENCI

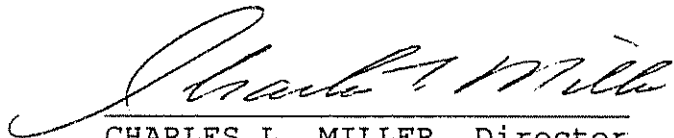


***** JOURNAL - COMM. *****
 DATE OCT-23-2002 TIME 16:53
 MODE = MEMORY TRANSMISSION
 START=OCT-23 16:52
 END=OCT-23 16:53
 FILE NO.=856
 STN NO. COMM. ABBR NO. STATION NAME/TEL NO. PAGES DURATION
 001 OK 915206285387 001/001 00:00:47
 -ADOT ECS
 602 712 7424- *****

RESOLUTION

BE IT RESOLVED on this 23rd day of January 1989, that I, CHARLES L. MILLER, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, to enter into an agreement with the Phelps Dodge Corporation for the purpose of relocating US 666.

THEREFORE, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted for approval and execution by the Chief Deputy State Engineer.

A handwritten signature in cursive script, reading "Charles L. Miller", written in dark ink.

CHARLES L. MILLER, Director
Arizona Department of
Transportation

PHELPS DODGE MORENCI, INC.

I, Julie J. Stockwell, Assistant Secretary of Phelps Dodge Morenci, Inc., a Delaware corporation, (the "Corporation"), do hereby certify that:

1. The attached resolution constitutes a full, true and complete copy of the resolution duly adopted by the Board of Directors by unanimous written consent dated March 29, 1990, and said resolution is in full force and effect on the date hereof.


Assistant Secretary

(Corporate Seal)

RESOLVED, that the form (draft of February 23, 1990) presented to the Directors of an Agreement between the State of Arizona, acting by and through its Department of Transportation (the "State"), and the Company providing for the relocation of US 666 in connection with the Company's mining activities be, and the same hereby is, approved, and that the President or any Vice President of the Company be, and each of them hereby is, authorized and empowered, in the name and on behalf of the Company, to execute and deliver to the State the Agreement in substantially the form hereby approved, with such changes therefrom as the officer executing the Agreement may by his execution thereof approve;

FURTHER RESOLVED, that the proper officers of the Company be, and each of them hereby is, authorized and empowered, in the name and on behalf of the Company, to execute and deliver all such other agreements, amendments, easements, certificates, documents, and instruments and to take all such other actions as any such officer may deem necessary or appropriate in connection with the execution and delivery of the Agreement and the consummation of the transactions contemplated by the Agreement.

STATE OF ARIZONA, County of Greenlee ss: Fee \$ 3.00 No 2

I hereby certify that this instrument was filed for record at request of
AZ. DEPT. OF TRANSPORTATION 11-05-1991 2:40 P.M.
205 S. 17TH AVE. 330 E. PHOENIX, AZ 85007
in Dkt. No. 176 Page 441-445 witness my hand and official seal.
By Rosie G. Merino KATIE CLONTS
Deputy Recorder County Recorder



Escrow No.

EXEMPT FROM AFFIDAVIT
BY A.R.S. 42-1614-A-3

WHEN RECORDED RETURN
TO ARIZONA DEPARTMENT
OF TRANSPORTATION,
R/W ACCOUNTING (612E) ✓
205 S. 17th AVENUE
PHOENIX, AZ 85007

ARIZONA DEPARTMENT OF TRANSPORTATION

QUITCLAIM DEED

KNOW ALL MEN BY THESE PRESENTS, that the STATE OF ARIZONA, acting by and through its Department of Transportation, and pursuant to A.R.S. 28-1865, for and in consideration of the sum of ONE DOLLAR AND OTHER VALUABLE CONSIDERATION, does hereby quitclaim to **PHELPS DODGE MORENCI, INC.**, a Delaware corporation, as to an undivided 85% interest, and **SUMITOMO METAL MINING ARIZONA, INC.**, a Delaware corporation, as to an undivided 15% interest, as tenants in common, subject to that certain Operating Agreement between them dated February 7, 1986, and to their respective successors and assigns forever, all right, title and interest which the Grantor has in and to the following described property situated in the County of Greenlee, State of Arizona:

SEE EXHIBIT "A" ATTACHED HERETO

AND BY REFERENCE MADE A PART HEREOF.

This Quitclaim Deed is executed pursuant to that certain Agreement between Grantor and PHELPS DODGE CORPORATION, a New York corporation, dated May 1, 1973.

PROJECT: S-553-701 SECTION: Morenci-Four Bar PARCEL: 6-097 (Excess)
H0888 01R 4065E/38
7/23/91:MS:b QCD-ST

DOCKET 176 PAGE 441

Project: S-553-701
H0888 01R
Section: Morenci-Four Bar
Parcel: 6-097 (Excess)
Date: July 23, 1991

DESCRIPTION FOR EXCESS LAND

A portion of Parcel 6-097 as recorded in Docket 55, page 260, records of Greenlee County, Arizona:

Those portions of Section 4, 5, 8 and 9, Township 4 South, Range 29 East, Gila and Salt River Meridian, Greenlee County, Arizona, which lie within a strip of land 100.00 feet in width, being 50.00 feet wide on each side of the following described line from the point of beginning to "Point A" as described below, and also that portion of said Section 5 which lies within a strip of land 50.00 feet in width from "Point A" to the point of ending, lying Southeast of the line described as follows:

Beginning at a point on the existing centerline of U.S. 666 (SAFFORD-SPRINGERVILLE HIGHWAY) said point being station equation highway engineers station P.O.T. 177+78.64 back = P.C. 178+13.66 ahead;

thence North 20°16'54" East 99.13 feet;

thence along a curve to the Left, having a radius of 1909.86 feet, a length of 105.56 feet;

thence North 17°06'54" East 488.25 feet;

thence along a curve to the Right, having a radius of 2864.79 feet, a length of 70.83 feet;

thence North 18°31'54" East 697.93 feet;

thence along a curve to the Right, having a radius of 477.46 feet, a length of 422.91 feet;

thence North 69°16'54" East 73.95 feet;

thence along a curve to the Left, having a radius of 286.48 feet, a length of 144.58 feet;

(continued)

EXHIBIT "A"

PAGE 1

DOCKET 176 PAGE 443

Parcel: 6-097 (Excess)

thence North 40°21'54" East 765.23 feet;
thence along a curve to the Right, having a radius of 272.84 feet, a length of 602.63 feet;
thence South 13°05'06" East 410.25 feet;
thence along a curve to the Left, having a radius of 190.99 feet, a length of 325.59 feet;
thence North 69°14'24" East 99.80 feet;
thence along a curve to the Left, having a radius of 674.07 feet, a length of 418.43 feet;
thence North 33°40'24" East 382.85 feet;
thence along a curve to the Left, having a radius of 238.73 feet, a length of 144.10 feet;
thence North 0°54'36" West 532.39 feet;
thence along a curve to the Left, having a radius of 204.63 feet, a length of 115.36 feet;
thence North 33°12'36" West 582.52 feet;
thence along a curve to the Left, having a radius of 381.31 feet, a length of 122.04 feet;
thence North 55°10'36" West 2285.89 feet;
thence along a curve to the Right, having a radius of 1432.39 feet, a length of 554.16 feet;
thence North 33°00'36" West 1099.30 feet;
thence along a curve to the Right, having a radius of 954.93 feet, a length of 1063.61 feet to "Point A" as mentioned above;
thence North 30°48'24" East 73.34 feet;
thence along a curve to the Right, having a radius of 286.48 feet, a length of 53.33 feet;

(continued)

EXHIBIT "A"

PAGE 2

DOCKET 176 PAGE 444

Parcel: 6-097 (Excess)

thence North 41°28'24" East 96.35 feet to the point of ending, said point being station equation highway engineers station P.O.T. 277+39.44 back = existing P.C. 296+08.95 ahead,

EXCEPT therefrom, that portion of said Section 5 which lies within a strip of land 100.00 feet in width, being 50.00 feet wide on each side of the following described line:

Commencing at the point of ending of the line described above;

thence South 45°56'38" East 20.09 feet to the point of beginning;

thence South 44°03'22" West 138.94 feet;

thence along a curve to the Left, having a radius of 818.51 feet, a length of 483.73 feet;

thence South 10°11'40" West 1188.57 feet to the point of ending, and also

EXCEPT therefrom, that portion of said Section 8 which lies within a strip of land 100.00 feet in width, being 50.00 feet wide on each side of the following described line:

Beginning at a point on the existing centerline of said highway U.S. 666, said point being station equation highway engineers station P.O.T. 177+78.64 back = P.C. 178+13.66 ahead;

thence from a Local Tangent Bearing of North 20°16'54" East along a curve to the Left, having a radius of 1145.92 feet, a length of 415.77 feet;

thence from Local Tangent Bearing of North 0°30'25" West along a curve to the Left, having a radius of 716.20 feet, a length of 533.55 feet to the point of ending.

All as shown on the right of way plan of the Northwest Extension as of July 23, 1991, project number F-051-2-437 (666 GE 174 H2822 01D) on file in the Highways Division of the Arizona Department of Transportation.



EXHIBIT "A"

4065E/41

PAGE 3

DOCKET 176 PAGE 445

STATE OF ARIZONA, County of Greenlee ss: Fee \$ 3.00 870

I hereby certify that this instrument was filed for record at request of _____

AZ. DEPT. OF TRANSPORTATION 11-05-1991 2:45 P.M.

205 S. 17TH AVE. 330E PHOENIX, AZ. 85007

in Dkt. No. 176 Page 446-450 witness my hand and official seal.

By *Rosie G. Merino*
Deputy Recorder

KATIE CLONTS
County Recorder



Escrow No.

EXEMPT FROM AFFIDAVIT
BY A.R.S. 42-1614-A-3

WHEN RECORDED RETURN
TO ARIZONA DEPARTMENT
OF TRANSPORTATION,
R/W ACCOUNTING (612E) ✓
205 S. 17th AVENUE
PHOENIX, AZ 85007

ARIZONA DEPARTMENT OF TRANSPORTATION

QUITCLAIM DEED

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AND BY REFERENCE MADE A PART HEREOF.

This Quitclaim Deed is executed pursuant to that certain Agreement between Grantor and PHELPS DODGE CORPORATION, a New York corporation, dated May 1, 1973.

PROJECT: S-553-701 SECTION: Morenci-Four Bar PARCEL: 6-097 (Excess)
H0888 01R 4065E/38
7/23/91:MS:b QCD-ST

DOCKET 176 PAGE 446

Project: S-553-701
H0888 01R
Section: Morenci-Four Bar
Parcel: 6-097 (Excess)
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Beginning at a point on the existing centerline of U.S. 666 (SAFFORD-SPRINGERVILLE HIGHWAY) said point being station equation highway engineers station P.O.T. 177+78.64 back = P.C. 178+13.66 ahead;

thence North 20°16'54" East 99.13 feet;

thence along a curve to the Left, having a radius of 1909.86 feet, a length of 105.56 feet;

thence North 17°06'54" East 488.25 feet;

thence along a curve to the Right, having a radius of 2864.79 feet, a length of 70.83 feet;

thence North 18°31'54" East 697.93 feet;

thence along a curve to the Right, having a radius of 477.46 feet, a length of 422.91 feet;

thence North 69°16'54" East 73.95 feet;

thence along a curve to the Left, having a radius of 286.48 feet, a length of 144.58 feet;

(continued)

EXHIBIT "A"

PAGE 1

DOCKET 176 PAGE 448

Parcel: 6-097 (Excess)

thence North 40°21'54" East 765.23 feet;

thence along a curve to the Right, having a radius of 272.84 feet, a length of 602.63 feet;

thence South 13°05'06" East 410.25 feet;

thence along a curve to the Left, having a radius of 190.99 feet, a length of 325.59 feet;

thence North 69°14'24" East 99.80 feet;

thence along a curve to the Left, having a radius of 674.07 feet, a length of 418.43 feet;

thence North 33°40'24" East 382.85 feet;

thence along a curve to the Left, having a radius of 238.73 feet, a length of 144.10 feet;

thence North 0°54'36" West 532.39 feet;

thence along a curve to the Left, having a radius of 204.63 feet, a length of 115.36 feet;

thence North 33°12'36" West 582.52 feet;

thence along a curve to the Left, having a radius of 381.31 feet, a length of 122.04 feet;

thence North 55°10'36" West 2285.89 feet;

thence along a curve to the Right, having a radius of 1432.39 feet, a length of 554.16 feet;

thence North 33°00'36" West 1099.30 feet;

thence along a curve to the Right, having a radius of 954.93 feet, a length of 1063.61 feet to "Point A" as mentioned above;

thence North 30°48'24" East 73.34 feet;

thence along a curve to the Right, having a radius of 286.48 feet, a length of 53.33 feet;

(continued)

EXHIBIT "A"

PAGE 2

DOCKET 176 PAGE 449

Parcel: 6-097 (Excess)

thence North $41^{\circ}28'24''$ East 96.35 feet to the point of ending, said point being station equation highway engineers station P.O.T. 277+39.44 back = existing P.C. 296+08.95 ahead,

EXCEPT therefrom, that portion of said Section 5 which lies within a strip of land 100.00 feet in width, being 50.00 feet wide on each side of the following described line:

Commencing at the point of ending of the line described above;

thence South $45^{\circ}56'38''$ East 20.09 feet to the point of beginning;

thence South $44^{\circ}03'22''$ West 138.94 feet;

thence along a curve to the Left, having a radius of 818.51 feet, a length of 483.73 feet;

thence South $10^{\circ}11'40''$ West 1188.57 feet to the point of ending, and also

EXCEPT therefrom, that portion of said Section 8 which lies within a strip of land 100.00 feet in width, being 50.00 feet wide on each side of the following described line:

Beginning at a point on the existing centerline of said highway U.S. 666, said point being station equation highway engineers station P.O.T. 177+78.64 back = P.C. 178+13.66 ahead;

thence from a Local Tangent Bearing of North $20^{\circ}16'54''$ East along a curve to the Left, having a radius of 1145.92 feet, a length of 415.77 feet;

thence from Local Tangent Bearing of North $0^{\circ}30'25''$ West along a curve to the Left, having a radius of 716.20 feet, a length of 533.55 feet to the point of ending.

All as shown on the right of way plan of the Northwest Extension as of July 23, 1991, project number F-051-2-437 (666 GE 174 H2822 01D) on file in the Highways Division of the Arizona Department of Transportation.



EXHIBIT "A"

4065E/41

PAGE 3

DOCKET 176 PAGE 450

WHEN RECORDED RETURN
TO ARIZONA DEPARTMENT
OF TRANSPORTATION,
R/W ACCOUNTING (612E) ✓
205 S. 17th AVENUE
PHOENIX, AZ 85007

JPA 88-101

STATE OF ARIZONA, County of Greenlee ss: Fee \$ 3.00 No. 871

I hereby certify that this instrument was filed for record at request of _____

AZ. DEPT. OF TRANSPORTATION 11-05-1991 2:50 P.
205 S. 17TH AVE. 330E' PHOENIX, AZ. 85007 _____ M.
in Dkt. No. 176 Page 451-455 witness my hand and official seal.

By Rosie G. Merino
Deputy Recorder

KATIE CLONTS
County Recorder

This space reserved for recording information



EASEMENT

PHELPS DODGE MORENCI, INC., et al

TO

STATE OF ARIZONA
DEPARTMENT OF TRANSPORTATION

PARCEL: 6-119

01480/43

DOCKET 176 PAGE 451

ARIZONA DEPARTMENT OF TRANSPORTATION
RIGHT-OF-WAY SECTION

EASEMENT

KNOW ALL MEN BY THESE PRESENTS that PHELPS DODGE MORENCI, INC., a Delaware Corporation, and SUMITOMO METAL MINING ARIZONA, INC., a Delaware Corporation ("Grantors"), for valuable consideration, do hereby grant and convey to the STATE OF ARIZONA, by and through its Department of Transportation ("Grantee"), an exclusive perpetual easement for highway purposes over the real property in Greenlee County, Arizona, described in Attachment 1 hereto (the "Parcel"), and shall subordinate its right and interests to the rights of the State for public highway purposes and to the regulations of the State applying thereto in furtherance of the public safety. Grantors shall further grant any temporary rights-of-way over, upon and across lands of Grantors, in addition to the parcel of land specifically described herein, that may be required for the purpose of, or in the course of construction and repair of said highway.

The foregoing grant shall be subject, however, to the following stipulations, reservations, covenants and conditions which run with and are attached to all right and interest hereby granted:

a. The Parcel shall be used for no other purpose than the construction and maintenance of a public highway.

b. If at any time the Parcel ceases to be maintained as a public highway by the State or any of its political subdivisions, then in that event the easement granted hereby shall terminate forthwith.

c. Grantors, their successors and assigns, shall have the right at all times to conduct mining operations forty (40) feet beneath the grade of the highway when constructed, and to extract ores, rock, earth and minerals therefrom, and in connection therewith to construct, use, and maintain any facilities deemed by them necessary for these purposes, provided that such activities do not interfere with the use of the Parcel as a public highway. If mining operations or any related facilities deemed necessary by Grantors, their successors or assigns, will substantially interfere with the use of the Parcel or any part thereof for highway purposes and as a consequence it becomes necessary to relocate the existing highway, it shall be relocated. Grantors, their successors or assigns, shall pay the reasonable cost of such relocation.

d. Grantors reserve the right for and on behalf of themselves, their licensees, successors and assigns, including without limitation The Morenci Water and Electric Company, to construct, maintain, use, repair, alter and remove, in, along, upon, over, under and across the Parcel, any and all pipelines, ditches, electric transmission lines, telephone lines, trestles, bridges, and similar means of conveyance, which they or any of them may desire and which will not prevent the use of the Parcel as a public highway; provided however, that Grantors shall give Grantee written notice before commencing construction of any such facility, and whenever feasible Grantors shall comply with Grantee's regulations for encroachments in highway rights-of-way for such construction. All work performed in conjunction with said construction, maintenance, use, repair, alteration and removal shall be done in accordance with and conform to all applicable ordinances and construction standards.

TO HAVE AND TO HOLD the same forever, together with all rights incidental to the location, construction, operation, maintenance and improvement of a public highway and the right to authorize, permit or license any other facilities which may be necessary or convenient for public purposes.

IN WITNESS WHEREOF this instrument is executed this 3rd day of June, 1991.

PHELPS DODGE MORENCI, INC.

By *Jeffrey G. Cleverger*
PRESIDENT
Title

STATE OF ARIZONA)
)ss.
COUNTY OF Greenlee)

On this the 3rd day of June, 1991, before me, Barbara M. Myers, the undersigned Notary Public, personally appeared Jeffrey G. Cleverger, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Barbara M. Myers
Notary Public

My commission expires:

My Commission Expires March 2, 1994

SUMITOMO METAL MINING ARIZONA, INC.

By K. Sudo
K. Sudo
President
Title

STATE OF ARIZONA)
)ss.
COUNTY OF Greenlee)

On this the 3rd day of June, 1991,
before me, Barbara M. Myers, the undersigned
Notary Public, personally appeared Kaichi Sudo,
known to me (or satisfactorily proven) to be the person whose name
is subscribed to the within instrument and acknowledged that he
executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Barbara M. Myers
Notary Public

My commission expires:

My Commission Expires March 2, 1994

ATTACHMENT 1

Those portions of Sections 5 and 8, Township 4 South, Range 29 East, Gila and Salt River Meridian, Greenlee County, Arizona, which lie within a strip of land 100.00 feet in width, being 50.00 feet wide on each side of the following described line:

Beginning at a point on the existing centerline of U.S. 666 (Safford-Springerville Highway) said point being station equation highway engineers station P.O.T. 177+78.64 back = P.C. 178+13.66 ahead; thence from a Local Tangent Bearing of North 20°16'54" East, along a curve to the Left, having a radius of 1145.92 feet, a distance of 415.77 feet to a point of compound curvature; thence from a Local Tangent Bearing of North 0° 30' 25" West along a curve to the Left, having a radius of 716.20 feet, a distance of 533.55 feet; thence North 43° 11' 25" West, a distance of 848.98 feet; thence along a curve to the Right, having a radius of 572.96 feet, a distance of 1082.16 feet; thence North 65° 01' 31" East, a distance of 679.76 feet; thence along a curve to the Left, having a radius of 449.38 feet, a distance of 1155.92 feet; thence North 82° 21' 12" West, a distance of 632.86 feet; thence along a curve to the Right, having a radius of 916.73 feet, a distance of 2045.66 feet; thence North 45° 30' 00" East, a distance of 264.33 feet; thence along a curve to the Left, having a radius of 739.30 feet, a distance of 455.55 feet; thence North 10°11'40" East, a distance of 1188.57 feet; thence along a curve to the Right, having a radius of 818.51 feet, a distance of 483.73 feet; thence North 44° 03' 22" East, a distance of 138.94 feet; thence North 45° 56' 38" West, a distance of 20.09 feet to the point of ending, said point being station equation highway engineers station P.O.T. 277+39.44 back = existing P.C. 296+08.95 ahead, as recorded in Docket 55 Page 260, Parcel 6-097; said Docket recorded in Greenlee County Recorder's Office, Greenlee County, Arizona.

